

**REMARKS**

The examiner is thanked for the performance of a thorough search, for the careful reading of the specification, and for considering the references included in the Information Disclosure Statement filed on February 20, 2002.

Claims 1, 4, 13-18, and 19-23 have been amended herein. No claims have been cancelled or added. Hence, Claims 1-23 are pending in the application.

Each issue raised in the Office Action mailed November 18, 2004 is addressed hereinafter.

I. ISSUES NOT RELATING TO PRIOR ART

A. OBJECTION TO THE SPECIFICATION

The Specification has been objected to as including informalities. Further, the Specification has been objected to as using the trademark "JAVA" in a non-capitalized manner. Due to the extensive number of paragraphs changed, the Applicants submit herewith, pursuant to MPEP §714, a substitute specification along with a marked-up version showing the changes relative to the previous version of the specification. The substitute specification addresses all issues raised in the Office Action with respect to the specification.

The substitute specification includes no new matter. Thus, withdrawal of the objection is respectfully requested.

B. CLAIM REJECTIONS UNDER 35 U.S.C. § 112, SECOND PARAGRAPH

Claims 4 and 18 have been rejected under 35 U.S.C. § 112, second paragraph, as allegedly indefinite for failing to particularly point out and distinctly claim the subject matter which the Applicants regard as the invention.

Claim 4 has been amended herein to provide for proper antecedent basis.

The “building the application” step of Claim 18 has been amended to clarify that building the application produces an executable version of the same application referred to in the preamble of Claim 17. The preamble of Claim 17 refers to “an application having source code in a particular language.” Thus, it would be clear to one of skill in the art that the “building the application” step in Claim 18 refers to producing an executable version of the same application because compiling and linking, or creating a bytecode from, a source code to produce an executable application is well-known concept in the computer programming art.

For the reasons given above, it is respectfully submitted that Claims 4 and 18 are not indefinite under 35 U.S.C. § 112, second paragraph, and withdrawal of the rejections is respectfully requested.

## II. ISSUES RELATING TO THE CITED ART

### A. INDEPENDENT CLAIM 1

Claim 1 has been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over Sundaresan et al., U.S. Patent No. 6,675,370 (“SUNDARESAN”) in view of Flanagan, “Java in a Nutshell” (“FLANAGAN”). The rejection is respectfully traversed.

Among other features, Claim 1 recites:

...  
automatically generating, based on the first data and the second data, third data that describes the data exchange format, wherein the third data comprises instructions defining a mapping between data objects of the class of data objects and data items having the data exchange format.

SUNDARESAN and FLANAGAN, taken separately or in combination, do not disclose, teach or suggest this feature of Claim 1.

The Office Action asserts that this feature is described by SUNDARESAN in col. 4, lines 21-25 and lines 49-51. The Applicants respectfully disagree.

In col. 4, lines 21-25, SUNDARESAN states:

The source code is then processed, in step 110, by the Javadoc processor using the extended doclet. Finally, in step 112, the automatically generated **HTML documentation for each class** is generated. (Emphasis added.)

SUNDARESAN, in col. 4, lines 49-56, further explains what the HTML documentation includes:

The following example, illustrated in FIG. 3, details a preferred method of generating HTML corresponding to a production. For this example 300, a class contains a production (in EBNF notation) 304: `Property→value|obj*FOOBAR` where the production for “value” is in the same class.

In these two passages, SUNDARESAN clearly states that what is generated is an HTML document that describes the class to which it relates, and not a data exchange format that defines a mapping between data objects of the class and data items configured according to the data exchange format as recited in Claim 1. Moreover, SUNDARESAN states that the HTML documentation includes a **production in EBNF notation**. “The documentation ... is the EBNF (Extended Backus Naur forms) productions within a class description.” (SUNDARESAN, col. 2, lines 54-56.) “These productions define and document a class ... .” (Id., col. 2, lines 56-57.) “The automatically generated, browsable representation of these productions, ..., reflect the class hierarchy of the classes being documented and allow a user to browse this closely wired documentation.” (Id., col. 2, lines 58-62.)

Thus, SUNDARESAN clearly and unmistakably describes automatically generating documentation that describes the hierarchies of classes for presentation to and browsing by a user. In contrast, Claim 1 features generating a third data that describes a data exchange format and that includes instructions defining a mapping between instantiated data objects of a class and data items having the data exchange format.

The Office Action further asserts that the feature of Claim 1 of generating third data that describes a data exchange format is described by SUNDARESAN in col. 3 lines 35-42. The Applicants respectfully disagree. In col. 3, lines 35-42 SUNDARESAN states:

The present invention introduces a custom Javadoc tag, @production, to represent each of the productions in a class. The value associated with this tag is an XML structure representing that production. An XML structure is used because it has the capability to define the necessary hierarchical structure. Other extensible tag languages also have this characteristics and are considered within the scope of the present invention.

This passage describes that the value of a custom Javadoc tag is an XML structure representing each of the productions in a class. More specifically, the “tag value is a string holding an XML structure which represents an EBNF production.” (SUNDARESAN, col. 4, lines 38-40.)

Thus, in the above-cited passages SUNDARESAN describes that an XML structure **represents** an EBNF production. Significantly, however, neither these passages nor any other passage in SUNDARESAN describes, teaches, or suggests that any XML structure is being **generated**. As pointed out above, the only document generated by SUNDARESAN is an HTML documentation corresponding to the productions. In contrast, Claim 1 recites a feature of automatically generating third data that describes a data exchange format where the third data comprises instructions defining a mapping data objects of a class to data items configured according to the data exchange format.

For the reasons given above SUNDARESAN and FLANAGAN, taken separately or in combination, do not teach all of the elements recited in Claim 1. Thus, the Applicants respectfully submit that Claim 1 is patentable under 35 U.S.C. § 103(a) over SUNDARESAN in view of FLANAGAN.

**B. INDEPENDENT CLAIMS 17, AND 21-23**

Independent claims 17, and 21-23 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over SUNDARESAN in view of FLANAGAN.

Claims 17, and 21-23 include a feature similar to the feature of Claim 1 that requires generating data that describes data exchange format, where the data comprises instructions defining a mapping between data objects and data items in the data exchange format. Furthermore, as shown above neither SUNDARESAN nor FLANAGAN discloses this feature. Thus, the Applicants respectfully submit that Claims 17, and 21-23 are patentable under 35 U.S.C. § 103(a) over SUNDARESAN in view of FLANAGAN for at least the reasons given above with respect to Claim 1.

**C. DEPENDENT CLAIMS 2-16 AND 18-20**

Claims 2-3, 7-8, 10-16, and 18-20 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over SUNDARESAN in view of FLANAGAN.

Claims 6 and 9 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over SUNDARESAN in view of FLANAGAN, and further in view of Goldfarb et al., “The XML Handbook” (“GOLDFARB”).

Claims 4 and 5 has been rejected as allegedly unpatentable under 35 U.S.C. § 103(a) over SUNDARESAN in view of FLANAGAN, and further in view of Tuatini, U.S. Patent Application Publication No. US 2001/0054172 A1 (“TUATINI”).

Claims 2-16 and 18-20 are dependent upon claims 1 and 17, respectively, and thus include each and every feature of the corresponding independent claim. Furthermore, in rejecting Claims 4, 5, 6, and 9 the Office Action relies explicitly on SUNDARESAN, and not on GOLDFARB or TUATINI, to show the feature discussed above with respect to Claims 1 and 17. Because SUNDARESAN does not teach the subject matter of Claims 1 and 17, any combination

of SUNDARESAN with GOLDFARB and TUATINI necessarily fails to teach the complete combination recited in any dependent claim of Claims 1 or 17. Thus, each of claims 2-16 and 18-20 is allowable for the reasons given above for Claims 1 and 17.

In addition, each of Claims 2-16 and 18-20 introduces one or more additional elements that independently render it patentable. However, due to the fundamental differences already identified, to expedite the positive resolution of this case a separate discussion of those limitations is not included at this time. Therefore, it is respectfully submitted that Claims 2-16 and 18-20 are allowable for the reasons given above with respect to Claims 1 and 17.

### III. CONCLUSION

The Applicants believe that all issues raised in the Office Action have been addressed. Further, for the reasons set forth above, the Applicants respectfully submit that allowance of the pending claims is appropriate. Reconsideration of the present application is respectfully requested in light of the amendments and remarks herein.

The Examiner is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

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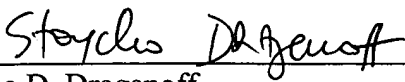
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A petition for extension of time, to the extent necessary to make this reply timely filed, is hereby made. If applicable, a law firms check for the petition for extension of time fee is enclosed herewith. If any applicable fee is missing or insufficient, throughout the pendency of this application, the Commissioner is hereby authorized to charge any applicable fees and to credit any overpayments to our Deposit Account No. 50-1302.

Respectfully submitted,

HICKMAN PALERMO TRUONG & BECKER LLP

Dated: February 8, 2005

  
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